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UNITED NATIONS CONFERENCE
ON THE LIABILITY OF OPERATORS
OF TRANSPORT TERMINALS IN
INTERNATIONAL TRADE
Vienna, 2-19 April 1991

COMPILATION OF COMMENTS AND PROPOSALS BY GOVERNMENTS AND INTERNATIONAL ORGANIZATIONS ON THE DRAFT CONVENTION ON THE LIABILITY OF OPERATORS OF TRANSPORT TERMINALS IN INTERNATIONAL TRADE

Corrigendum

Page 3

At the end of Article 4 insert

In any event, it is absolutely necessary to eliminate the condition whereby the non-handwritten signature should not be incompatible with the laws of the country where the document is signed. If it is deemed necessary to retain the condition, it will be better to establish a reservation. This would be a step backwards compared with other instruments and with international trade practices.

Article 6

This establishes limits of liability which seem low if one considers the limits which appear in other international conventions, such as article 6 of the "Hamburg Rules" and article 18 of the Convention on Multimodal Transport. Furthermore, experience indicates that loss and damage occur most frequently during the stages covered by the Convention. All this makes it advisable to raise the limits of liability at least to the levels of the other agreements mentioned.

In addition, it is worth noting that considerable time may elapse between an event triggering liability and payment of compensation. It is therefore reasonable to stipulate (e.g. article 70 of the Convention on International Bills of Exchange and International Promissory Notes and article 78 of the Convention on Contracts for the International Sale of Goods) the obligation to pay interest and also to compensate the losses that may be caused by exchange rate fluctuations. Otherwise, even when in compliance with a national law the person suffering damage may demand such facilities, the person liable may argue that the limit of his liability also includes interest and exchange losses.

As regards liability for delay, fixed with reference to the total charges payable to the operator, the limit is very low since the operator only risks his payment and nothing else.

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The article mentions charges payable to the operator, leading one to think that other additional charges that may be made by the operator do not contribute to forming the limit. This matter should be re-examined.

Article 10

The Mexican Government appreciates the fact that, during the twenty-second session of UNCITRAL, the criterion that the sale of goods may only be effected if permitted by the law of the State where the goods are located has apparently been adopted. The criterion previously set out in the draft, whereby the sale could be made if authorized by the law of the State where the operator had his establishment, would have rendered the Convention incompatible with the basic principles of our legal system, which does not allow sale without the legal hearing of the owner. Other States with similar systems might have the same objection.